

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OS Asset, Inc.		06/14/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Serial Number:	74183457	ALICE SPRINGS CHICKEN
Serial Number:	74263006	AUSSIE MOOD AWESOME FOOD
Serial Number:	74693812	AUSSIE-TIZERS
Serial Number:	73731891	BLOOMIN' ONION
Serial Number:	76212087	CANBERRA SEARED CHICKEN
Serial Number:	76347880	CHIPPER ROOS
Serial Number:	74183460	CHOCOLATE THUNDER FROM DOWN UNDER
Serial Number:	74693816	CINNAMON OBLIVION
Serial Number:	75778509	CURBSIDE TAKE-AWAY
Serial Number:	75128167	DOWN UNDER 'RITA
Serial Number:	74183458	DROVER'S PLATTER
Serial Number:	76258496	G'DAY
Serial Number:	75128166	GOLD COAST 'RITA
Serial Number:	75186157	

CH \$1165.00 74183457

Serial Number:	74183461	KOOKABURRA WINGS
Serial Number:	77059378	LET GO. GO OUTBACK.
Serial Number:	75721612	NO RULES. JUST RIGHT TO YOUR CAR.
Serial Number:	74281177	NO RULES. JUST RIGHT.
Serial Number:	78867746	NO WORRIES
Serial Number:	74479875	OUTBACK
Serial Number:	75099947	OUTBACK
Serial Number:	75469871	OUTBACK GRILLERS
Serial Number:	76331164	OUTBACK POLO
Serial Number:	76342446	OUTBACK POLO
Serial Number:	74714011	OUTBACK PRIME
Serial Number:	74693815	OUTBACK RACK
Serial Number:	75053510	OUTBACK STEAKHOUSE
Serial Number:	73720810	OUTBACK STEAKHOUSE
Serial Number:	74643659	OUTBACK STEAKHOUSE
Serial Number:	78194486	OUTBACK STEAKHOUSE
Serial Number:	75130626	OUTBACK STEAKHOUSE
Serial Number:	75130627	OUTBACK STEAKHOUSE
Serial Number:	74419664	OUTBACK STEAKHOUSE
Serial Number:	73796663	OUTBACK STEAKHOUSE
Serial Number:	75053509	OUTBACK STEAKHOUSE
Serial Number:	75778508	OUTBACK STEAKHOUSE CURBSIDE TAKE-AWAY
Serial Number:	78505046	OUTBACK STEAKHOUSE PRO AM
Serial Number:	75119879	OUTBACK TAKE AWAY
Serial Number:	77023508	PARADISE BEACH ALE
Serial Number:	74693813	PASTA PEMBERTON
Serial Number:	74183459	QUEENSLAND CHICKEN 'N SHRIMP
Serial Number:	74693814	SYDNEY'S SINFUL SUNDAE
Serial Number:	74183455	THE OUTBACK SPECIAL
Serial Number:	75402781	THE WALLABY DARNED
Serial Number:	74183456	VICTORIA'S FILET
Serial Number:	74183454	WALKABOUT SOUP

CORRESPONDENCE DATA

Fax Number: (212)354-8113

TRADEMARK
REEL: 003566 FRAME: 0680

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8923
Email: trademarkdocket@whitecase.com
Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	1111779-1714
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/25/2007

Total Attachments: 6
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2007 made by OS ASSET, INC., a Florida corporation (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its successors in such capacity, the "Grantee") for the Secured Parties referred to in the Credit Agreement, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the OSI Restaurant Partners, LLC, a Delaware limited liability company, OSI Holdco, Inc., a Delaware corporation, each Lender (as defined in the Credit Agreement) from time to time party thereto, the Grantee, as Administrative Agent, Pre-Funded RC Deposit Bank, Swing Line Lender and an L/C Issuer, Bank of America, N.A., as Syndication Agent, and General Electric Capital Corporation, SunTrust Bank, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland," New York Branch, LaSalle Bank National Association, Wachovia Bank, National Association and Wells Fargo Bank, National Association, as Co-Documentation Agents.

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment and performance in full of the Obligations, including the Guarantees, the Grantor hereby assigns and pledges to the Grantee, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Grantee, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, to, or under all right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, the goodwill of the businesses with which the Owned Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any the Owned Trademarks or unfair competition regarding the same.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement, and the Grantee and the Grantor hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if

fully set forth herein. The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OS ASSET, INC.,
as Grantor

By: _____
Name: Joseph Kadon
Title: _____

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK

On June 12, 2007, before me Milda Alkaitis, Notary Public, personally appeared Joseph Kadon personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies) and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature: _____
Notary Public

MILDA D. ALKAITIS
Notary Public, State of New York
No. 01AL9074208
Qualified in New York County
Commission Expires May 13, 2010

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Grantee

By: Scottye Lindsey
Name: Scottye Lindsey
Title: Director

By: Carin Keegan
Name: Carin Keegan
Title: Vice President

Trademark Security Agreement
(OS Asset, Inc.)

TRADEMARK
REEL: 003566 FRAME: 0685

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Marks

OS ASSET, INC.						
USA	ALICE SPRINGS CHICKEN	74183457	07/09/1991	Renewed	09/29/1992	1720493
USA	AUSSIE MOOD AWESOME FOOD	74263006	04/06/1992	Renewed	12/01/1992	1737370
USA	AUSSIE-TIZERS	74693812	06/28/1995	Renewed	11/26/1996	2018859
USA	BLOOMIN' ONION	73731891	06/01/1988	Sec. 8&15 aff. Accepted	03/28/1989	1532205
USA	CANBERRA SEARED CHICKEN	76212087	02/20/2001	Registered Declaration of Use 02/26/2008	02/26/2002	2542782
USA	CHIPPER KOOS	76347880	12/13/2001	Registered Declaration of Use 06/10/2009	06/10/2003	2725685
USA	CHOCOLATE THUNDER FROM DOWN UNDER	74183460	07/09/1991	Registered	08/24/1993	1789557
USA	CINNAMON OBLIVION	74693816	06/28/1995	Renewed	07/23/1996	1984393
USA	CURBSIDE TAKE-AWAY	75778509	08/19/1999	Registered Declaration of Use 01/23/2007	01/23/2001	2422975
USA	DOWN UNDER 'RITA	75128167	07/01/1996	Renewed	07/01/1997	2075577
USA	DROVER'S PLATTER	74183438	07/09/1991	Renewed	11/10/1992	1731363
USA	G'DAY	76258496	05/18/2001	Registered Declaration of Use 12/10/2008	12/10/2002	2660614
USA	GOLD COAST 'RITA	75128166	07/01/1996	Renewed	06/17/1997	2071750
USA	KANGAROO DRIVING A BUS LOGO	75186137	10/23/1996	Sec. 8&15 aff. Accepted	01/06/1998	2126955
USA	KOOKABURRA WINGS	74183461	07/09/1991	Renewed	09/15/1992	1716098
USA	LET GO. GO OUTBACK	77059378	12/07/2006	Final review		
USA	NO RULES. JUST RIGHT TO YOUR CAR.	75721612	06/04/1999	Sec. 8&15 aff. Accepted	03/07/2000	2326861
USA	NO RULES. JUST RIGHT.	74281177	06/03/1992	Renewed	10/11/1994	1857996
USA	NO WORRIES	78867746	04/24/2006	Published 11/28/2006		
USA	OUTBACK	74479875	01/18/1994	Renewed	12/03/1996	2020110
USA	OUTBACK	75099947	05/07/1996	Renewed	04/15/1997	2052618
USA	OUTBACK GRILLERS	75469871	04/17/1998	Sec. 8&15 aff. Accepted	03/16/1999	2232347
USA	OUTBACK POLO	76331164	10/29/2001	Registered Declaration of Use 02/03/2010	02/03/2004	2809759
USA	OUTBACK POLO AND DESIGN	76342446	11/29/2001	Registered Declaration of Use 03/16/2010	03/16/2004	2822105
USA	OUTBACK PRIME	74714011	08/10/1995	Renewed	10/08/1996	2005889
USA	OUTBACK RACK	74693815	06/28/1995	Renewed	08/13/1996	1993032
USA	OUTBACK STEAKHOUSE	75053510	02/05/1996	Renewed	11/19/1996	2017992
USA	OUTBACK STEAKHOUSE	73720810	04/06/1988	Sec. 8&15 aff. Accepted	02/07/1989	1523949

USA	OUTBACK STEAKHOUSE	74643659	03/09/1995	Renewed	08/13/1996	1992707
USA	OUTBACK STEAKHOUSE	78194486	12/13/2002	Registered Declaration of Use 07/20/2010	07/20/2004	2864856
USA	OUTBACK STEAKHOUSE AND DREAMTIME DESIGN*	75130626	07/08/1996	Sec. 8&15 aff. Accepted	04/15/1997	2052887
USA	OUTBACK STEAKHOUSE AND DREAMTIME II DESIGN*	75130627	07/08/1996	Sec. 8&15 aff. Accepted	04/15/1997	2052888
USA	OUTBACK STEAKHOUSE AND KANGAROO DESIGN	74419664	07/30/1993	Renewed	05/23/1995	1895164
USA	OUTBACK STEAKHOUSE AND KANGAROO DESIGN	73796663	04/28/1989	Renewed	07/06/1993	1780666
USA	OUTBACK STEAKHOUSE AND KANGAROO DESIGN	75053509	02/05/1996	Renewed	11/19/1996	2017991
USA	OUTBACK STEAKHOUSE CURBSIDE TAKE-AWAY AND DESIGN	75778508	08/19/1999	Sec. 8&15 aff. Accepted	03/27/2001	2438141
USA	OUTBACK STEAKHOUSE PRO AM AND DESIGN	78505046	10/25/2004	Registered Declaration of Use 12/06/2011	12/06/2005	3023598
USA	OUTBACK TAKE AWAY	75119879	06/17/1996	Renewed	05/06/1997	2059359
USA	PARADISE BEACH ALE	77023508	10/18/2006	Non-Final action mailed		
USA	PASTA PEMBERTON	74693813	06/28/1995	Sec. 8 aff. Accepted Sec. 15 filed.	07/01/1997	2076556
USA	QUEENSLAND CHICKEN 'N SHRIMP	74183459	07/09/1991	Renewed	11/24/1992	1735048
USA	SYDNEY'S SINFUL SUNDAE	74693814	06/28/1995	Renewed	07/16/1996	1987047
USA	THE OUTBACK SPECIAL	74183455	07/09/1991	Renewed	02/01/1994	1819091
USA	THE WALLABY DARNED	75402781	12/09/1997	Sec. 8&15 aff. accepted	10/13/1998	2196075
USA	VICTORIA'S FILET	74183456	07/09/1991	Renewed	02/22/1994	1822985
USA	WALKABOUT SOUP	74183454	07/09/1991	Renewed	03/13/1994	1826479

U.S. Trademark Licenses Owned:

None.

* Trademarks marked with asterisks are trademarks that the Borrower and the Subsidiary Parties have discontinued using and that will not be renewed.

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